



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
INFORMATION TECHNOLOGY PROFESSIONAL (ITPro) SERVICES**

RFP NUMBER: 317.03-189-09

**Release 2
August 15, 2008**

CONTENTS

SECTION

- 1 INTRODUCTION**
- 2 RFP SCHEDULE OF EVENTS**
- 3 PROPOSAL REQUIREMENTS**
- 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**
- 5 PROPOSAL EVALUATION & CONTRACT AWARD**

CONTRACT ATTACHMENTS:

- A. Job Classifications**
- B. Draft Statement of Work (SOW)**
- C. Draft ITPRO Candidate Reference Check Form**
- D. Draft Memorandum of Understanding (MOU) – Staff Augmentation**
- E. Multitrak Resource Action Request (RAR) Form**
- F. Acceptable Use Policy/User Agreement Acknowledgement**
- G. Placeholder for Tennessee Information Resources Architecture**
- H. Attestation Re Personnel used in Contract Performance**
- I. Draft Memorandum of Understanding (MOU) – Project Option**

RFP ATTACHMENTS:

- 6.1 *Pro Forma* Contract**
- 6.2 Proposal Transmittal/Statement Of Certifications & Assurances**
- 6.3 Technical Proposal & Evaluation Guide**
- 6.4 Cost Proposal & Scoring Guide**
- 6.5 Proposal Score Summary Matrix**
- 6.6 Staff Augmentation Reference Information Questionnaire**
- 6.7 Project Option Reference Information Questionnaire**
- 6.8 ITPRO.OL Technical Requirements**

1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State, which has an ongoing need for Information Technology (IT) professionals in a variety of job classifications, intends to secure a contract for Information Technology Professional (ITPRO) Services.

The dynamic nature of this staffing need requires a flexible means of rapidly obtaining qualified personnel. The State plans to meet this need by awarding source-of-supply contracts to five (5) vendors. Once these contracts are in place, State agencies will use a structured, competitive process to obtain personnel, and the awarded vendors will compete on each Statement of Work (SOW) issued.

The evaluation process for this RFP will take into account both Technical- and Cost-related responses. In response to the Cost portion, the Proposer will price systems professionals in various job classifications, with the appropriate skill sets and levels of experience. The job classifications will be priced separately and recorded on a provided response form. These costs will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in this RFP and the attached *pro forma* contract "Scope of Services." In some cases, travel may be required in relation to the provision of services described in the RFP; the State will reimburse the Contractor for such travel expenses in accordance with the stipulations of *pro forma* Contract Section C.4.

Provided that the State receives a sufficient number of responsive proposals, five (5) Proposers will receive awards pursuant to this RFP. The State will award a Contract to the five (5) responsive Proposers receiving the highest composite scores from the Technical and Cost Evaluations (see RFP Section 5.2.3). This will be a shared award.

The vendor shall provide the services required by this RFP within the context of the technical environment described by the Tennessee Information Resources Architecture ("Technical Architecture"). The vendor may request a copy of the Technical Architecture by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1.1. When a contract is executed pursuant to this RFP, the Technical Architecture will be included as Contract Attachment G.

- 1.1.1 There are two distinct processes that the State will use to obtain professional services under this RFP: (1) Staff Augmentation Option; and (2) Project Option. In providing their Proposals for this RFP, all Proposers must provide a **single** Technical Proposal that responds to **both** the Staff Augmentation and Project Option approaches. While the Cost Proposal in this RFP is only applicable to the Staff Augmentation option, the Contractors that receive awards under this RFP will then compete on Project Option Statements of Work, as described in *pro forma* Contract Section A.5. Costs for Project Option projects will be established for each Project Option project through this competitive process.

In either case, after the Contract is in place and the State requires services under the Contract, the Contractors will respond to an SOW, which describes the services that the State is seeking and the time period for those services. However, each process follows its own set of rules with regard to how the vendors will respond to the SOW and how the responses will be evaluated. Brief descriptions of

the respective processes follow. For additional detail, refer to the *pro forma* Contract Scope of Services.

- 1.1.1.1 Staff Augmentation Option. The evaluation of this option relies upon the costs originally proposed for each Job Classification. For each SOW, Contractors will compete by proposing their “best offer” unit rates, which must be less than or equal to the maximum hourly Service Rates proposed in response to this RFP. The State will award the SOW to the Contractor that proposes an acceptable candidate at the lowest cost.

For the Staff Augmentation Option, the Contractor will be required to utilize the State’s then-current online system to handle SOWs and the Contractor’s employees will be required to track their time using the State’s then-current online system.

The State currently has an in-house developed, internet-based system, ITPRO-OL, which allows the State and Contractors to electronically handle SOWs. ITPRO-OL will require the Contractor to have Internet access, along with a State-standard browser and word processing software. See RFP Attachment 6.8 for the current technical environment required for ITPRO.OL. The State’s current time tracking system is a mainframe system called Multitrak. The State will grant Contractor employees access to the system as applicable.

The State expects to replace both ITPRO-OL and Multitrak with a new online web-based system, “Edison”, whose core software is Oracle PeopleSoft, during the 4th quarter of 2008 or 1st quarter of 2009. Much of the functionality will be provided by the work order and requisition portion of the Edison system.

- 1.1.1.2 Project Option. For this option, the Contractors that have received an award through this RFP will compete on each SOW by responding to the SOW with a single fixed-price bid to provide all services and deliverables required by the SOW. The proposal must also contain a work plan that details the specific tasks, timeframe, and resource loading, including job skills, number of personnel, and estimated number of hours. The skills and job classifications proposed are not limited to the Job Classifications contained in Contract Section C.3; the Contractors will propose staff with the skill sets that they believe are best suited to meeting the State’s project requirements. The State will award the SOW to the Contractor whose proposal meets the requirements of the SOW at the lowest cost. The total cost proposed for a Project Option SOW must be less than two hundred fifty thousand dollars (\$250,000.00).

Initially, the Project Option SOWs will be handled manually; however it is anticipated that some SOW functions for the Project Option will be provided by the work order and requisition portion of the Edison system when the system becomes available. There will be no time tracking of Contractor employees since the Project Option is a fixed-price bid.

- 1.1.1.3 The Contractor will be responsible for all costs associated with setting up and upgrading their technical environment to use the State’s current or future online system(s) for the life of the Contract. The State will provide limited training to enable the Contractor to utilize the system(s).

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Emily M. Passino, Ph.D.
 Senior Management Consultant
 Finance & Administration/Office of Consulting Services
 Snodgrass TN Tower, 12th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1700
 Phone: (615) 741-6030
 Fax: (615) 532-1892
 Email: http://www.state.tn.us/finance/rds/consulting_services_home.html

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.

Travis Johnson
 Department of Finance and Administration
 17th Floor, Wm. R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 (615) 741-5727
 Fax (615) 741-6164
travis.johnson@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-317.03-189-09

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- <http://state.tn.us/finance/oir/pcm/rfps.html>
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- email address of the contract person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions

will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

MultiMedia Room, 3rd floor
Wm R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are state business days)
1. State Issues RFP		July 9, 2008
2. Disability Accommodation Request Deadline		July 16, 2008
3. Pre-proposal Conference	2:00 p.m.	July 21, 2008
4. Notice of Intent to Propose Deadline		July 23, 2008
5. Written Comments Deadline		July 29, 2008
6. Preliminary State Response to Written Comments		August 1, 2008
7. State Responds to Written Comments		August 15, 2008
8. Proposal Deadline	2:00 p.m.	September 3, 2008
9. State Completes Technical Proposal Evaluations		October 3, 2008
10. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	October 6, 2008
11. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	October 10, 2008
12. Contract Signing		October 22, 2008
13. Contract Signature Deadline		October 29, 2008
14. Contract Start Date		November 3, 2008

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit, in hardcopy form, one (1) original, **labeled as such, and two (2) copies** of the Technical Proposal. The State also requires seven (7) CD copies of the Technical Proposal. The hardcopies and CDs must be submitted to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP-317.03-189-09 – Do Not Open”

In the case of a discrepancy between the hardcopy RFP version and a CD version, the hardcopy will take precedence over the CD copies. **IMPORTANT NOTE: Do not include cost proposal information of any kind in the hard or soft copies of the Technical Proposal.**

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP-317.03-189-09-- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP-317.03-189-09”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Travis Johnson
Dept. of Finance and Administration
17th Floor, Snodgrass TN Tower
312 Rosa L. Park Avenue
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must

be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
 - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
 - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

While registration with the State is not required to make a proposal, a service provider must be registered to do business with the state of Tennessee before approval of an awarded contract. To meet this prerequisite, an unregistered service provider must simply register as required prior to contract approval. Fast and easy access to *Online Contractor Registration* is available at the following Internet URL: www.state.tn.us/finance/rds/ocr/register.html

(For more information about registration, please contact the Department of General Services at (615) 741-1035 or vendor.registration@state.tn.us.)

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma Contract*, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State

and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	35
Technical Approach	35
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1

PRO FORMA CONTRACT

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF FINANCE AND ADMINISTRATION AND CONTRACTOR NAME

This Contract, by and between the State of Tennessee, **Department of Finance and Administration**, hereinafter referred to as the “State” and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the “Contractor,” is for the provision of **Information Technology Professional Services**, as further defined in the “SCOPE OF SERVICES.”

The Contractor is **A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.**

Contractor Federal Employer Identification or Social Security Number: **ID NUMBER**

Contractor Place of Incorporation or Organization: **LOCATION**

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. Summary of Services.
 - A.2.a. The State shall have two options for obtaining Information Technology (IT) professional services (ITPRO) through this Contract: (1) Staff Augmentation Option; and (2) Project Option. In each case, vendors will respond to a Statement of Work (SOW), which describes the services the State is seeking. The SOW process will be competitive and will result in an award to the successful Contractor to provide either Staff Augmentation personnel or one or more individuals to accomplish a project, depending on the option chosen. The State and the Contractor will then enter into a Memorandum of Understanding (MOU) agreement, which will bind the Contractor to the terms of the SOW, MOU, and this Contract.
 - A.2.b. Some of the Contract provisions associated with the SOW/MOU process will be the same regardless of whether the services procured are Staff Augmentation or Project services. Such provisions are described below in Contract Section A.3.
 - A.2.c. Other Contract provisions are specific to one of the two options. The provisions pertaining to each option are described below in Contract Sections A.4 and A.5.
- A.3. General ITPRO Service Provisions.
 - A.3.a. Contractor Account Managers. The Contractor shall assign, at its own expense, one or more Account Manager(s), to service the State’s needs under this Contract. The Account Manager shall:
 - i. monitor the assignment of tasks to Contractor personnel;
 - ii. track performance and progress of the Contractor personnel toward the completion of the assigned tasks;

- iii. monitor the quality of services delivered;
- iv. address any personnel issues that arise with regard to their Contractor personnel; and
- v. be responsible for Contractor Personnel Time/Invoicing as described in Contract Sections A.4.i, A.4.j, and A.5.h below.

In the event that the State identifies problems with the services provided by Contractor personnel, the State shall make the Contractor Account Manager aware of the problems. The Contractor shall then act promptly to resolve the problems. If the State determines that the removal of Contractor personnel is in the best interest of the project, the Contractor Account Manager shall terminate the Contractor personnel from the State assignment and, if requested by the State, shall provide a replacement.

The Contractor agrees to maintain an adequate proportion of Account Manager(s) to assigned Contractor personnel to ensure the efficient performance of the Contract requirements.

- A.3.b. State Provision of Office Space and Materials. Commensurate with the needs of a given project, the State will provide Contractor consultants with office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. The State shall be the sole determinant with regard to facilities, supplies, access, and connections required for any given project.

For the Staff Augmentation Option, the State will provide Contractor consultants with personal computing devices (desktop, laptop, etc.), server access as required, and licenses for software installed on the personal computing devices and servers.

For the Project Option, the State will not provide Contractor consultants with personal computing devices (desktop, laptop, etc.), servers, or software licenses unless such hardware and/or software licenses are specifically listed in the SOW.

- A.3.c. Contract Not Unique. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.
- A.3.d. State Not Obligated to Use Contractor's Services. The purpose of this Contract is to establish potential sources of supply for Information Technology Professional Services personnel. However, due to the dynamic nature of projects within State government, the State cannot predict the numbers of Contractor personnel that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The State is not obligated to use any of the Contractor's personnel. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of Contractor personnel usage.

As owner of this Contract, the State's Department of Finance and Administration (F&A) shall make the final determination with regard to which Job Classifications may be assigned to State agencies. If it is deemed to be in the State's best interest, certain Job Classifications shall be restricted to F&A assignments only. In such cases, the State will notify the Contractor in writing. F&A shall also be the final determinant with regard to whether services the same as or similar to those described herein shall be provided by employees of the State of Tennessee, rather than by Contractor personnel.

- A.3.e. Memorandum of Understanding – General Instructions.

After the State has selected the candidate(s) for the Staff Augmentation Option or determined the award for the Project Option, the State will develop a Memorandum of Understanding (MOU) binding the Contractor to the terms of the Contract. Prior to Contractor personnel beginning their assignments with the State, the requesting agency MOU signatory, the agency's financial officer, the Office for Information Resources (OIR), and the Contractor jointly must sign the MOU. A fully executed MOU, containing all of the above signatures, authorizes the Contractor to provide the requested services. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU.

In the case of the Staff Augmentation Option, the Contractor must also be in receipt of an approved Multitrak Resource Action Request (RAR) form (See Contract Attachment E) prior to the Contractor personnel beginning work. It is the Contractor's responsibility to verify the RAR has been created by the requesting agency and is approved. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of an approved RAR form. The State reserves the right to replace the RAR form with another form for the same purposes at any time during the term of the Contract. The stipulations set forth in this paragraph for the RAR form will apply to any such replacement form.

The MOU will fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "MOU Project Price"). This amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the State, will increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW Project End Date. The Amendment will require the same signatures as the original MOU. In some cases, and at the State's sole discretion, e-mails from signatories shall suffice as approval of MOU amendments.

Project Option SOWs will result in fixed-price MOUs, and this price shall cover **all** costs, including, but not limited to, manpower and travel, required to complete the services and deliverables in the project as specified. The MOU Project Price for a Project Option MOU can only be increased by amendment, and the total increase, whether increased by a single amendment or multiple amendments, cannot exceed fifteen percent (15%) of the original MOU Project Price. Regardless of the foregoing, the MOU Project Price for a Project Option SOW must always be less than two hundred fifty thousand dollars (\$250,000.00). At the State's option, the end date of the project may be extended by amendment.

See Contract Attachment D for a draft of the Staff Augmentation MOU document. See Contract Attachment I for a draft of the Project Option MOU document. The State reserves the right to modify the format of these documents at any time during the term of the Contract.

A.3.f. Continuity of Project Personnel.

The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to an MOU. Continuity of personnel promotes efficiency in the performance of the SOW.

A.3.g. Restrictions on Responding to Future RFPs. In some cases, the Contractor personnel provided under this contract will assist in the preparation of future State RFPs. The State prohibits any Contractor from submitting proposals in response to any RFP that it has, through its employees, assisted in developing. On similar contracts in the past, Contractors have refused to respond to Statements of Work in order to submit proposals on potentially more lucrative future RFPs. This is not acceptable.

Under this procurement, Contractors will not be allowed to selectively refuse to respond to an SOW based on the possibility that an RFP may result from that SOW. If the State detects such behavior, the State will terminate **or restrict** the Contract of the Contractor involved.

Note, however, that this section in no way prevents the Contractor from responding to any RFP not associated with an ITPRO Statement of Work.

A.3.h. Miscellaneous Policies and Procedures.

A.3.h.i. Parking. The State will not provide parking for Contractor personnel.

A.3.h.ii. State Clinic. Contractor personnel do not have access to the State clinic.

A.3.h.iii. State Vehicles. Contractor personnel may not reserve and/or operate State vehicles.

A.3.i. Solicitation of State Employees Prohibited. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. For the purposes of this paragraph, "State work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flextime and overtime, but excluding State holidays.

- A.3.j. State Employment of Contractor Personnel. The State reserves the right to offer employment to Contractor personnel at any point during the personnel's assignment with the State.
- A.3.k. Wireless Phones, Blackberries, and Pagers. If the State deems it necessary to the effective performance of Contractor personnel's assignments, the State will provide wireless phones, Blackberries, or pagers to the personnel, at the State's expense. This expense must be supported and justified by the Contractor personnel's State project coordinator. The State project coordinator will be required to sign all State billing invoices for wireless phone, Blackberry, or pager expenses prior to payment. Contractor personnel shall use such equipment only for State-assignment-related activities and may be required to reimburse the State for unauthorized usage.
- The State will not reimburse the Contractor or Contractor personnel for wireless phones, Blackberries, pagers, or other such devices that are not provided by the State.
- A.3.l. Acceptable Use Policy/User Agreement Acknowledgement. Contractor personnel that use, or have access to, State computer resources will be required to review the Acceptable Use Policy, Network Access Rights and Obligations and sign the User Agreement Acknowledgement form as required of the State's own employees (See Contract Attachment F), and any other forms that shall be required by the State to ensure the security and ethical use of the State's computer resources.
- A.3.m. Information Security Compliance. Contractor warrants to the State that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with State of Tennessee's Enterprise Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with the State's Office for Information Resources Security Management Team and other compliance officers required by its regulations. The Enterprise Security Policies can be found on the State's public website at:
- <http://www.state.tn.us/finance/oir/security/secpolicy.html>
- The Contractor will sign any documents that are reasonably necessary to keep the Contractor in compliance with the State of Tennessee Computer Security Policies. Contractor staff may be required to undergo background checks at the Contractor's expense.
- A.3.n. Additional Policies and Procedures. The State will promulgate additional policies and procedures, forms, manual or electronic, to govern requests for ITPro services as needed, throughout the life of the Contract resulting from this RFP.
- The State also reserves the right to amend existing policies and procedures and to change the format and content of the SOW and MOU, if such is deemed to be in the best interest of the project or task in question.
- A.3.o. State's Technical Architecture. Contractor personnel shall provide all services requested through this Contract within the context of the technical environment described by the State's Technical Architecture, herein incorporated as Contract Attachment G. The State reserves the right to amend the Technical Architecture throughout the term of the Contract.
- A.3.p. Required usage of State online system(s).

For the Staff Augmentation Option, the Contractor will be required to utilize the State's then-current online system to handle SOWs and the Contractor's employees will be required to track their time using the State's then-current online system.

The Contractor will perform a manual process and/or use the State's then-current online system for Project Option SOWs as required by the State. There will be no time tracking of Contractor employees since the Project Option is a fixed-price bid.

The Contractor will be responsible for all costs associated with setting up and upgrading their technical environment to use the State's current or future online systems for the life of the Contract. The State will provide limited training to enable the Contractor to utilize the system(s).

A.3.q. Contractor Consultant Performance and Replacement.

- A.3.q.i. The State shall be the sole judge of the quality of services provided and the project progress achieved by the Contractor's consultants. The Contractor agrees to remove and replace at the Contractor's expense, consultants whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State or deemed not to make substantial contributions to the project. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.
- This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.
- A.3.q.ii. At the State's request, the Contractor will replace an individual that has voluntarily withdrawn or that the Contractor has voluntarily removed from State assignment. Any requirement for such replacement will be at the State's sole discretion; the State is not obligated to accept replacement of removed or withdrawn consultants. The State will compensate the Contractor for acceptable services that were completed by the consultant prior to the consultant's voluntary withdrawal or removal.
- A.3.q.iii. If the State requests a replacement as described in Contract Sections A.3.q.i. and A.3.q.ii., the Contractor will replace the consultant with a consultant of equal or greater qualifications as the replaced or removed consultant. The Contractor will be compensated for the replacement consultant at the rate established for the original consultant.
- A.3.q.iv. The termination of an individual consultant's assignment will not necessarily result in the termination of the MOU related to that consultant.

A.3.r. Contractor Performance Measures. The success of this multiple-source procurement mechanism depends upon the Contractor responding to every Staff Augmentation and Project Option SOW and providing resumes for every Job Classification in the Staff Augmentation SOWs. The State recognizes that there may be occasions when the Contractor may not be able to respond or provide one or more of the requested Job Classifications. Therefore, the State will apply the following provisions to measure Contractor performance:

- A.3.r.i. Failure of the Contractor to achieve an acceptable number of placements shall be grounds for termination or restriction of the Contractor's Contract. The State will maintain a running count of the total number of filled Staff Augmentation or Project Option awards ("placements"). When this number reaches twenty-five (25), the State will measure placement performance of each Contractor against this number. If any Contractor fails to obtain at least two (2) placements out of the twenty-five (25), filled Staff Augmentation positions or Project Option awards, then at the State's option, the Contractor is subject to having its Contract terminated or restricted as described in **A.3.r.iii** and **A.3.r.iv** below.

After each evaluation is complete, the State will reset the placement counter to zero (0). The placement count will begin again, and the next evaluation will take place when the next twenty-five (25) placements have occurred.

- A.3.r.ii. At any time during the term of the Contract, but no more often than every three (3) months, the State, at its option, will count, by individual Job Classification, 1) the number of candidates requested by the State in Staff Augmentation SOWs released in the last six (6) months and 2) the number of candidates proposed by the Contractor for these SOWs. The State will calculate the Contractor's "Candidates Proposed Percentage" for **each** individual Job Classification using these counts.

Failure of the Contractor to achieve a "Candidates Proposed Percentage" of at least fifty percent (50%) **on at least fifty percent (50%)** of the Job Classifications for which a Staff Augmentation SOW

was released in the last six (6) months shall, at the State's option, be grounds for termination or restriction of that Contractor's Contract as described in A.3.r.iii and A.3.r.iv below.

See the table below for an example of how the performance measure in Section A.3.r.ii will work in practice (this is only an example). Assume the number of the candidates requested via SOW during the previous six-month period is as indicated in the second column; and that companies A, B, and C responded with the number of viable candidates listed in the last three columns. The check marks in these columns by each number indicate that the Company was responsive to at least 50% of the candidates sought for that Job Classification. A check in the final row of the table indicates that that company provided at least 50% of the required number of candidates on at least 50% of the Job Classifications requested in the previous six-month period. Therefore, in this example, Companies A and C are compliant with the performance measures; Company B is out of compliance and would, at the State's discretion, be subject to having its Contract terminated or restricted.

Job Classification	Number of Candidates Requested Via SOWs	Company A Candidates Provided	Company B Candidates Provided	Company C Candidates Provided
Business Analyst II	5	3 ✓	2	5 ✓
Business Analyst III	7	3	3	4 ✓
Data Administrator/Database Administrator	3	3 ✓	2 ✓	3 ✓
Enterprise Content Management (EMC) Programmer Analyst	4	2 ✓	1	0
Network Specialist I	1	0	1 ✓	0
Programmer Analyst III (Distributed Technologies)	1	1 ✓	0	0
Total Number of Job Classifications = 6		4 out of 6 ✓	2 out of 6	3 out of 6 ✓

IMPORTANT NOTE: For any Job Classification on a given SOW, regardless of the total number of candidates a Contractor proposes, the Contractor will receive no more credit than the number of positions that the State is seeking to fill on that SOW. In the example above, the State sought five (5) Business Analyst II candidates during the previous six-month period. Assume further that there was only one SOW in this case, with five positions to be filled. If Company C had submitted seven (7) viable candidates on this SOW, Company C would only get credit for the number of candidates the State sought, which is five (5) candidates.

A.3.r.iii. If the Contractor fails to comply with the performance standards in Contract Section A.3.r.i. and/or Contract Section A.3.r.ii. above, and the Contractor is not providing services pursuant to any MOU at the time of non-compliance, the State may, at its option, terminate the Contract.

A.3.r.iv. In the event the Contractor fails to comply with the performance standards in Contract Section A.3.r.i and/or Contract Section A.3.r.ii. above, and if the Contractor is is providing services pursuant to one or more MOU(s) at the time of non-compliance, the State may, at its option, restrict the Contract and the Contractor shall not be allowed to participate in any future SOWs. The remainder of the Contract stipulations shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU(s).

A.4. Staff Augmentation Option.

- A.4.a. Under the Staff Augmentation Option, at the State's request, the Contractor will provide to the State the services of the classifications of personnel listed in Contract Section C.3, below (collectively, "personnel"). These Job Classifications are further defined, with regard to minimum qualifications, in Contract Attachment A. In many cases, the Job Classification descriptions will indicate the technical expertise that will be expected of Contractor personnel. However, to fit the needs of a particular project, the State may modify the technical expertise requirements of any Job Classification to include other technologies listed in the State Technical Architecture (See Contract Attachment G). Note that the State reserves the right to amend this architecture throughout the term of the Contract.
- A.4.b. The specific roles and responsibilities of Contractor personnel shall be as defined in the Contract, RFP, and future SOWs; provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required ITPRO skill sets, if this is deemed to be in the best interest of the State. Any such amendment must fall within the scope, intent, and purpose of the original SOW.
- A.4.c. In most cases, Contractor personnel shall be based and shall perform their work at State-operated, maintained, and managed facilities. The State reserves the right to request on-site or off-site work, whichever is deemed to be in the best interest of the project. State project coordinators shall make task assignments to the Contractor personnel, which shall be monitored and tracked by "Contractor Account Managers," as described above in Contract Section A.3.a.
- A.4.c.i. Contractor personnel work schedules are based on a standard 37.50 workweek, which is further defined as five (5) seven and one-half (7.5) hour workdays. From time-to-time, overtime may be required. Overtime is limited to cases of extreme necessity and must be approved prior to working. Prior approval is obtained via a written approved request from the State agency to the Commissioner of Finance and Administration. A Contractor will not be compensated for overtime hours worked without prior approval and then only at payment rates submitted in response to the related SOW and meeting terms of Contract Section A.4.f.ii.(2).
- A.4.c.ii. The State may also request that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. In such cases, the State will request the travel in advance, in writing, and will compensate the Contractor in accordance with State of Tennessee Comprehensive Travel Regulations, as amended from time to time. These regulations may be viewed on the State's website at <http://www.state.tn.us/finance/act/policy.html>.
- A.4.d. The State will request Contractor personnel as needed, in accordance with this contract or provisions herein. The Contractor agrees to make its best effort to provide Contractor personnel in the quantities requested by the State. The State will evaluate the qualifications of all individuals proposed, and will request resumes, references, and/or face-to-face interviews to aid in this evaluation. The State reserves the right, throughout the life of this Contract, to refuse any individual proposed by the Contractor for a given position.
- A.4.e. Contractor personnel must meet the qualifications specified in the Contract Attachment A, the SOW, and this Scope of Services. However, the State may waive any qualification related to the ITPRO services skill sets, if it deems this to be necessary and in the State's best interest, in order to acquire uniquely skilled Contractor personnel.
- A.4.f. SOW Process - Staff Augmentation Option.
- A.4.f.i. Statement of Work.

The State will provide the Contractor with a Statement of Work (SOW) describing the required Information Technology Professional (ITPro) services. The SOW will be provided in electronic format, using the State's then-current online system or other means as stipulated by the State.

The SOW will be numbered to facilitate tracking and will include the following: a description of the requested work, the numbers of Contractor personnel by skill set (Job Classification), and Project

Begin and End Dates. It should also be noted that many of these SOWs will be for timeframes shorter than one year, with projects of a few months not being uncommon.

See Contract Attachment B for a draft of the Staff Augmentation SOW document. The State reserves the right to modify the format of this document at any time during the term of the Contract.

The Contractor will respond to the SOW with a Project Offer which shall include the resumes and references for candidates that meet the requirements.

For any given SOW, the Contractor shall not provide resumes, references, or set up interviews, phone or otherwise, for any of its candidates prior to submitting a formal Project Offer for that SOW.

A.4.f.ii. Submission of Project Offer and Contractor Personnel Resumes.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than six (6) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond, using the State's then-current online system(s) or other means as stipulated by the State, either affirming or denying its ability to provide the Contractor personnel in the required project time frame. During this response period, if necessary, the Contractor may seek clarifications of the work involved.

The State expects the Contractor to respond fully to each SOW, with candidate(s) for all open position(s) listed on the SOW. This is the minimum requirement. The Contractor is encouraged to supply as many individuals as possible for each position, regardless of the number the State has requested in the SOW. The State is not limited, in terms of number of assignments offered, to the number of positions originally requested in the SOW and may offer more assignments, as business needs dictate.

If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in the appropriate way, using the State's then-current online system(s) or other means as stipulated by the State.

Otherwise, if the Contractor is capable of providing the requested Contractor personnel, it will submit a "Project Offer," which will include the following items:

- (1) Basic candidate information: Name, Social Security Number, and Date of Availability of the candidate.
- (2) Service Rate Per Hour for each resume submitted.

Service Rates may not exceed the Service Rates in Contract Section **C.3.b.** However, the Service Rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities. The Service Rates stated in the Project Offer, provided that they are equal to or less than the Service Rates in Contract Section **C.3.b.**, will apply to the SOW/MOU in question and will be used in lieu of the Service Rates stated in Contract Section **C.3.b.**

The Contractor must provide Service Rates for each contract year in which the service(s) requested in the SOW will be provided. If the SOW Project Begin and End dates lie completely within one contract year, the Contractor would only provide one hourly rate. If the dates begin in one contract year and extend into any portion of the next contract year, the Contractor must propose hourly rates for both years.

Project Offers submitted without applicable Service Rates will be rejected and considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

- (3) The resume(s) of the actual individual(s) proposed for the task or project in question.

Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. The Contractor will use standard State-supplied electronic forms (Contract Attachment C) to record the results of the reference checks. At least one of these reference checks must be from a supervisor.

Project Offers submitted without resumes and reference checks will be rejected and considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

In response to a given SOW, the Contractor shall not submit the same individual for more than one Job Classification. Project Offers submitted as such will be rejected and considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

Failure to respond at all, failure to properly utilize the online system(s) or the delivery means stipulated by the State, or a late response shall be deemed an unacceptable response and the Contractor shall not be eligible for a candidate placement on the particular SOW.

A.4.f.iii. Double Submissions.

Two or more Contractors cannot submit the same candidate on the same Staff Augmentation SOW. Each Contractor, prior to submitting an individual in response to an SOW, must obtain from that individual a signed Commitment Letter. The following rules apply:

- (1) The letter must include the candidate's name, signature and date, and the number of the SOW in question. The SOW number is important, since it will identify the specific SOW for which this candidate is authorizing the submission of his or her resume. Blanket Commitment Letters covering multiple SOWs will not be allowed. The letter must also include some statement of the exclusive relationship that the candidate is entering into with regard to this particular SOW. The candidate must sign the letter and the signature must be dated no later than the Project Offer Due Date.
- (2) The Contractor will retain this letter in its files. In the event of a double-submission, the State will request a copy of the Commitment Letter from Contractors submitting the same candidate. The submission from the Contractor that can produce a valid letter will be honored; the other Contractor's project offer will be rejected. If neither or both Contractor(s) can produce a valid letter, the candidate will be rejected.

A.4.g. Evaluation of Candidates.

After the Project Offer Due Date, the State will prioritize the candidates from responsive Contractors in order, from low to high pricing. The resumes will then be reviewed.

The State will evaluate the resumes and references of submitted candidates. Assuming a given resume meets minimum SOW requirements, the State will contact the Contractor to request an interview with the candidate. The State will attempt to conduct interviews in order from low to high pricing. However, the order in which the interviews are conducted may vary depending upon the availability of candidates for interviews. The Contractors will be responsible for setting up all interviews.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses, travel, or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the interview process until the lowest-priced candidate submitted that meets the SOW requirements is identified. The State must document a legitimate rejection reason, directly related

to one or more SOW requirements, to reject a lower-priced candidate in favor of a higher-priced one. After selecting the best-qualified candidate, the State will notify all Contractors regarding its selection.

A.4.h. Staff Augmentation Memorandum of Understanding.

After the State has selected the candidate(s), it will follow the process for entering into a Memorandum of Understanding (MOU) with the successful Contractor, as described in Contract Section A.3.e, above.

See Contract Attachment D for a draft of the MOU document. The State reserves the right to modify the format of the document at any time during the term of the Contract.

A.4.i. Expenditure Tracking.

For each MOU, the State will track the expenditures against the MOU Project Price, and will inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the MOU Project Price to accommodate completion of any work begun, or to allow the Contractor's MOU to expire. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds the MOU Project Price.

A.4.j. Recording/Invoicing of Contractor Personnel Time.

i. Contractor personnel shall do the following:

- (1) Enter hours worked into the State's then-current online time tracking system.
- (2) Maintain and sign timesheets.
- (3) Exercise due diligence to ensure that hours worked as entered into the State's then-current online time tracking system exactly match hours worked as indicated on the timesheets for each pay-period.
- (4) Obtain State Project Coordinator signature on timesheets.
- (5) At month end, forward signed timesheets to the Contractor Account Manager for signature.

ii. The Contractor Account Manager shall do the following:

- (1) Receive the State's time keeping reports, delivered by the State, which will serve as the State's authorization to the Contractor to bill the State for the hours worked.
- (2) Reconcile the timesheets to the State's time keeping reports, contacting State Project Coordinators and/or the State Contract Administrator if discrepancies are found. Discrepancies may include overstatement or understatement of billable hours in the State's then-current online time tracking system, on the timesheets, or both.
- (3) Develop complete notes describing the resolution of any discrepancies found and provide these notes with the timesheets when delivered to the State Contract Administrator along with the invoice.
- (4) Ensure that all Contractor personnel responsibilities described in Contract Section A.4.j.i above are accurately and timely performed.
- (5) Sign the timesheets and return them to the State Contract Administrator.

A.4.k. Work Visas and Two-Week Notices.

The State expects candidates proposed to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have

delayed start dates. Contractors must take these sorts of delays into account when proposing candidates and only submit candidates that can begin work on the stated Project Begin Date.

A.4.l. Offer of a State Assignment.

The Contractor shall not represent to their candidate that he or she has been offered a State assignment prior to receiving notification of such from the Contract Administrator. Such notification may be in the form of an email generated by the Contract Administrator using the State's then-current online system or an email sent directly from the Contract Administrator.

A.4.m. Evaluation of Services Provided. The quality of the services provided and the progress on each State-assigned task shall, at the State's discretion, be evaluated.

A.4.m.i. At the State's option, an evaluation of the services provided by the Contractor personnel will occur by the end of the fifth working day after the first day of assignment. If, at this time, the services provided are deemed to be unacceptable, the State will notify the Contractor, and Contractor agrees to remove the individual assigned. The State will provide such notification to the Contractor no later than the end of the fifth working day of the individual's assignment. The State will not be liable to the Contractor for any costs or damages.

A.4.m.ii. The above provisions shall be in addition to the termination provisions stated elsewhere herein.

A.4.m.iii. The termination of an individual's assignment will not necessarily result in the termination of the MOU related to that individual.

A.4.n. Replacement Personnel. Replacement of individuals removed per A.4.m.i. shall be at the State's sole discretion and in accordance with Contract Section A.3.q.

A.4.o. Transition Period. There is an overlap in the effective date of this Contract and the end date of the ITPro contracts that expire on December 31, 2008. This "Transition Period" is provided to ensure that there will be adequate time to assign new personnel. However, this overlap also requires special rules to govern the proposal on Project Offers of individuals currently assigned to State positions ("incumbents"). During the transition period, the following rules apply:

A.4.o.i. Contractors of the ITPro Contracts ending December 31, 2008 that do not receive a new award are referred to as "released vendors"; Contractors of the ITPro Contracts ending December 31, 2008 that do receive a new award are referred to as "retained vendors." Either of these categories may have personnel currently assigned to the State under the former contracts. The following provisions apply:

A.4.o.i.(1) Incumbents from Retained Vendors. At the State's option, retained vendors' incumbents shall be "grandfathered" into the same position they currently occupy. The grandfathering may occur at any time during the remainder of the incumbent's MOU. In this case, a new SOW will be generated for the position in question. The retained vendor shall respond to the SOW with the incumbent currently occupying the position, and the rate entered for the incumbent shall be less than or equal to the new Maximum Service Rate for that person's Job Classification as stated in Section C.3.c. of this Contract.

No other vendor will be allowed to propose a candidate on this SOW. However, in the event that the incumbent refuses the position, the position shall become open to competition, the proposal due date of the SOW shall be changed, and all Contractors under the present Contracts shall be allowed to propose candidates.

The timing of the grandfathering shall be at the State's sole option, and shall be driven by, among other considerations, whether earlier grandfathering will produce cost savings for the State. For example, if the incumbent is working under the Contract ending December 31, 2008 at a rate lower than the retained vendor's Maximum Service Rate under the new Contract, the State may choose to require the incumbent to serve out the remainder of his or her MOU at the lower rate, since this

represents the best value for the State. In such a case the State would delay the issuance of the grandfathering SOW until just prior to the expiration of the previous MOU. On the other hand, if the new Maximum Service Rate was lower, it would be in the State's best interest to issue the SOW as soon as possible after the new Contract is in place.

- A.4.o.i.(2) Incumbents from Released Vendors. From the State's perspective, released vendors' incumbents shall be allowed to transition to any of the Contractors under the new Contract, and may subsequently be proposed by said Contractors. This may occur at any time during the remaining term of the Contracts ending December 31, 2008. The same rules concerning grandfathering, including the timing of SOW release at the State's discretion, as expressed in Contract Section A.4.o.i.(1) above, also apply to incumbents from released vendors.

The State is not a party to any "non-compete" agreements that transferring incumbents may have signed with their employers; the transferring employee is responsible for honoring any non-compete agreements. The Contractor to whom the individual is transferring is responsible for verifying that such agreements are not being violated, and will bear all responsibility, legal or otherwise, for complaints arising as a result of alleged or actual violations of non-compete agreements.

- A.4.o.ii. In order to ensure the stability of the work environments during the transition period, no incumbent transfers of any kind shall be allowed among any of the retained vendors or new Contractors.

- A.4.p. Restrictions on Personnel Movement/Transfers After the Transition Period. The Contractor shall not solicit contractor staff from other companies that are assigned to State projects. Furthermore, under no circumstances will the State accept staff movement among companies, or from an existing SOW to a new SOW for the same company, while the individuals are engaged in State assignments.

In the event that an individual assigned to the State under this or any other State professional services contract leaves that assignment or if the Contractor removes the individual from State assignment for any reason, prior to the completion of the assigned task(s), that individual is barred from any State assignment under this Contract for a period of three (3) months. For purposes of applying this rule, the three-month period shall be measured from the effective termination/withdrawal date to the Project Begin Date stated in the SOW in question.

The only exceptions to the above rule are if the MOU expires or the State project coordinator determines that the assignment is complete under that MOU with the State. In the latter case, the State project coordinator must notify the Contract Administrator by e-mail, providing the MOU number, the individual's name, the final date of the individual's assignment, and explicitly stating that the individual's assignment will be complete under the current MOU as of the date given. An individual released in this way is only eligible to be proposed on SOWs with Project Begin Dates after the stated assignment end date. Any individual proposed on an SOW with a Project Begin Date equal to, or earlier than, that individual's current assignment end date will be disqualified from that SOW.

- A.4.q. Contractor Responsible for Training in Changed Technology.

The State makes changes to its Technical Architecture and the technical nature of assignments from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for the expenses associated with training in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. For example: Assume a contract individual needs training in a particular web-development tool in order to perform their State assignment. The cost of the course, including any travel expenses, will be the responsibility of the Contractor company and the training hours will not be billable to the State. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year. A "year" is defined in this case as a Contract year, the period of time from the Contract Begin Date to the first anniversary of the Contract Begin Date, and subsequent years thereafter.

- A.4.r. Adding New Job Classifications to the Contract. During the course of the Contract, the State may find it necessary to add additional job classifications that the State did not anticipate needing when the original contracts were executed. In this case, the State will engage in a competitive process with the five Contractors. This process will involve two steps:

- i. Since no Maximum Service Rates have previously been established, the five Contractors will submit Maximum Service Rates for the requested job classification(s). The contract will be amended accordingly.
- ii. SOWs will then be issued to obtain Contractor Personnel.

In the event that a Contractor chooses not to participate in the competitive process described above, the State will accept proposals from all participating Contractors and will amend these Contractors' contracts accordingly. If a Contractor chooses not to participate, then the State will not amend the Contractor's contract. That Contractor may continue to service the contract with the original job classifications and may respond to future SOWs that do not request the new job classification. **TEXT DELETED**

A.5. Project Option.

- A.5.a. Under the Project Option, at the State's request, the Contractor will provide to the State the services of one or more personnel to accomplish the requirements detailed in the Project Option SOW. The Project Option is limited to projects that are less than two hundred fifty thousand dollars (\$250,000.00). A project may **not** be divided into multiple SOWs to circumvent the monetary cap.
- A.5.b. In the Project Option SOW, the State will describe the project's requirements and the desired deliverables, and recommended skill sets required to complete the projects. However, the State will not mandate that these skill sets be provided by the Job Classifications listed in Contract Attachment A. The specific Job Classifications are to be determined by the Contractor, and may or may not include Job Classifications that were proposed in response to the Staff Augmentation requirements. The State will assess the reasonableness of the proposed approach as a part of the SOW proposal evaluation. An approach that the State does not deem reasonable may result in the Contractor being disqualified from that SOW process.
- A.5.c. The Contractor shall make task assignment and define and manage the Contractor personnel work schedules with the goal of accomplishing the State's requirements in a timely fashion. The Contractor agrees to bring to bear additional resources as necessary to accomplish the project within the timeframes stated in the SOW, at no additional cost to the State.
- A.5.d. The State will specify the location where the project work will be performed in the SOW. However, the State reserves the right to request on-site or off-site work at any time during the life of the project, if the State deems this necessary.
- A.5.e. SOW Process – Project Option.
- A.5.e.i. Statement of Work.

The State will provide the Contractor with a SOW describing the Project. The SOW will include the following:

- (1) Description of project including all State requirements that must be met.
- (2) Project begin and end dates
- (3) Required deliverables
- (3) Availability of State staff (if any) to assist with the project effort.
- (4) Specific formats for the technical and cost components of the Project Offer and their delivery method.
- (5) Payment methodology (phased or lump sum)

(6) Location where project work will be performed**(7) Hardware and software provided by the State, if applicable.**

The SOW will be numbered to facilitate tracking. Most of these SOWs will have a lifespan of less than one-year, and the total cost for any given SOW must be less than two hundred fifty thousand dollars (\$250,000.00).

The Contractor will respond to the SOW with a detailed "Project Offer" that describes how the Contractor will accomplish the project within the stated time frame and total cost limitations.

A.5.e.ii. Submission of Project Offer.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than ten (10) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond either affirming or denying its ability to provide a Project Option proposal. During this response period, if necessary, the Contractor may seek clarifications of the work involved. The State expects the Contractor to respond to each Project Option SOW.

If the Contractor is unable to respond to the SOW, the Contractor must notify the Contract Administrator of this fact. The State shall determine the method for notification, which will either be via email or the State's then-current online system.

Otherwise, if the Contractor is capable of providing the requested Project Option personnel, the Contractor will submit a Project Offer, which will include the following items:

(1) A Technical Proposal, which will include:

- (a) A description of the Contractor's approach to meet the State's requirements and provide the requested services, at the level of detail requested in the Project Option SOW.
- (b) A project work plan that accomplishes the project within the State-specified timeframe, detailing all tasks to be performed. This work plan shall include a Complete Contractor staffing plan, showing resource loading, along with indications of any and all State personnel effort required to complete the project. Note that no personnel may be proposed to provide Project Option services for the State that are simultaneously engaged to perform services under a Staff Augmentation SOW. The same personnel may be simultaneously engaged to perform services under multiple Project Option SOWs; however, the Contractor agrees to provide adequate staff in accordance with A.5.c.
- (c) Other information as required in the SOW.

(2) A Cost Proposal with a fixed price that covers **all** costs, including, but not limited to, manpower and travel, to accomplish the project. This fixed price will be the maximum amount of compensation that can be paid to the Contractor under this SOW; regardless of the resources required, the Contractor may charge the State no more than this fixed price to complete the project.

- (a) The Cost Proposal must correspond exactly to the Cost Proposal format that was distributed as a part of the SOW.
- (b) The Contractor must have entered costs in all required Cost Proposal fields.
- (c) The total fixed price for the Cost Proposal must be **less than** two hundred fifty thousand dollars (\$250,000.00).

Failure of the Contractor to submit a Cost Proposal that meets items (a), (b), and (c) above will result in the disqualification of the Project Offer.

Failure to respond at all, failure to properly utilize the online system(s) or the delivery means stipulated by the State, or a late response shall be deemed an unacceptable response and will result in the disqualification of the Project Offer.

A.5.f. Evaluation of Project Offer.

After the Project Offer Due Date, the State will prioritize the Project Offers from responsive Contractors in order, from low to high pricing. The Technical Proposals will then be reviewed.

If the State requests resume(s) and/or reference(s) for the project team member(s) and the resume(s) and/or reference(s) meet minimum SOW requirements, the State may contact the Contractor to request an interview with the team member(s). The Contractors will be responsible for setting up all interviews. At the State's discretion, initial interview(s) may be conducted over the telephone. However, the State may, at its discretion, request face-to-face interview(s). In this case, all expenses, travel, or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the review process until the lowest-priced Project Offer submitted that meets the SOW requirements is identified. The State must document a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced Project Offer in favor of a higher-priced one. After selecting the best-qualified Project Offer, the State will notify all Contractors regarding its selection.

A.5.g. Memorandum of Understanding.

After the State has selected the successful Project Option Contractor, it will follow the process for entering into a Memorandum of Understanding (MOU) with the successful Contractor, as described in Contract Section A.3.e, above.

A.5.h. Invoicing and Payments for Services.

The services shall be provided and invoiced as described in the SOW and Contract Sections C.3 and C.5, up to the MOU Project Price stated in the MOU. Depending upon the specific needs and life-cycle of the project in question, the State may pay out the fixed-price project amount as phase payments, with each payment predicated upon the completion of deliverables, or as a lump-sum payment upon completion of the entire project, including all deliverables associated therewith. The method to be used in any case will be described in the SOW.

The Contractor Account Manager shall do the following:

- i. Sign-off on all completed work and invoice the State in accordance with the deliverables and payment frequency established in the SOW in question.
- ii. Provide all documentation required by the State to substantiate invoice amounts submitted (see Contract Section C.5).

A.5.i. With regard to the Performance Measures expressed in **Contract Section A.3.r.i**, success or failure in providing a Project Option SOW response shall have the same effect as success or failure to place one (1) contractor under the Staff Augmentation approach.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on November 3, 2008 and ending on November 2, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. For the Staff Augmentation Option, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
 - (1) For service performed from **11/3/2008**, through **11/2/2011**, the following rates shall apply:

Job Classification	Year 1 Maximum Service Rate Per Hour (11/3/2008 – 11/2/2009)	Year 2 Maximum Service Rate Per Hour (11/3/2009 – 11/2/2010)	Year 3 Maximum Service Rate Per Hour (11/3/2010 – 11/2/2011)
Advanced Network Administrator	\$ NUMBER	\$ NUMBER	\$ NUMBER
Advanced Programmer Analyst (Mainframe)	\$ NUMBER	\$ NUMBER	\$ NUMBER
Advanced UNIX System Programmer	\$ NUMBER	\$ NUMBER	\$ NUMBER
Business Analyst I	\$ NUMBER	\$ NUMBER	\$ NUMBER
Business Analyst II	\$ NUMBER	\$ NUMBER	\$ NUMBER
Business Analyst III	\$ NUMBER	\$ NUMBER	\$ NUMBER

Data Administrator/Database Administrator	\$ NUMBER	\$ NUMBER	\$ NUMBER
Desktop Support	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Architecture Research and Development Analyst/Architect	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Content Management (EMC) Architect	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Content Management (EMC) Programmer Analyst	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Content Management (EMC) Project Manager	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Content Management (EMC) Business Analyst	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Content Management (EMC) System Administrator	\$ NUMBER	\$ NUMBER	\$ NUMBER
Enterprise Content Management (EMC) Capture Administrator	\$ NUMBER	\$ NUMBER	\$ NUMBER
Help Desk Representative	\$ NUMBER	\$ NUMBER	\$ NUMBER
Network Security Specialist I	\$ NUMBER	\$ NUMBER	\$ NUMBER
Network Security Specialist II	\$ NUMBER	\$ NUMBER	\$ NUMBER
Network Specialist I	\$ NUMBER	\$ NUMBER	\$ NUMBER
Network Specialist II	\$ NUMBER	\$ NUMBER	\$ NUMBER
Programmer Analyst I	\$ NUMBER	\$ NUMBER	\$ NUMBER
Programmer Analyst II	\$ NUMBER	\$ NUMBER	\$ NUMBER
Programmer Analyst III	\$ NUMBER	\$ NUMBER	\$ NUMBER
Project Manager	\$ NUMBER	\$ NUMBER	\$ NUMBER
Senior Enterprise Systems Designer	\$ NUMBER	\$ NUMBER	\$ NUMBER
Solutions Architect	\$ NUMBER	\$ NUMBER	\$ NUMBER
System Administrator	\$ NUMBER	\$ NUMBER	\$ NUMBER
Systems Analyst	\$ NUMBER	\$ NUMBER	\$ NUMBER
Systems / Applications Architect	\$ NUMBER	\$ NUMBER	\$ NUMBER
WAN Project Manager	\$ NUMBER	\$ NUMBER	\$ NUMBER
Web Based Training (WBT) Developer	\$ NUMBER	\$ NUMBER	\$ NUMBER
Web Designer	\$ NUMBER	\$ NUMBER	\$ NUMBER

The Service Rates proposed in the Project Offer for a Staff Augmentation SOW must be equal to or less than the Maximum Service Rates in the table above. The Contractor will be compensated based on the Services Rates proposed in the Project Offer and listed in the MOU for the SOW, in lieu of the rates in the table.

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds the MOU Project Price.

If an MOU is amended to extend the Project End Date into a Contract year for which Service Rate(s) were not proposed by the Contractor in the original Project Offer, the

State will compute new Service Rate(s) using the latest Service Rate(s) in the MOU but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics two months prior to the effective date of the MOU amendment and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).using the Consumer Price Index.

The new Service Rate(s) for the MOU will be the lesser of 1) the computed Service Rate(s) or 2) the Maximum Service Rate(s) for the Contract year in the table above.

- (2) If the option to renew for a fourth year is exercised, for service performed from 11/3/2011, through 11/2/2012, the Year 4 Maximum Service Rates shall be based upon the Year 3 payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2011 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).
 - (3) If the option to renew for a fifth year is exercised, for service performed from 11/3/2012, through 11/2/2013, the Year 5 Maximum Service Rates shall be based upon the Year 4 payment rates computed in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2012 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).
- c. The State will compensate the Contractor for Project Option work at a fixed price, as described in the SOW. The Contractor may not charge the State for any additional resources or other expenses that were not included in the original fixed-price Project Offer for the SOW.

At the State's option and depending upon the nature and length of the project in question, the State may choose to compensate the Contractor either in phases as work progresses or in a lump-sum payment at the end of the project. The State will make this determination prior to publishing the SOW and will describe the compensation methodology in the SOW.

C.4. Travel Compensation. With regard to Travel, the following provisions shall apply:

- a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, will be designated by the State in the Staff Augmentation SOW. In most cases, this will be Nashville, Tennessee.
- b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.
- c. At the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Compensation to the Contractor for State-authorized travel, meals and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the State's *Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>.)

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Bill Beecroft, OIR Director of Administration

Department of Finance and Administration
 Wm Snodgrass Tennessee Tower, 16th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Finance & Administration, Office for Information Resources;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description including MOU Number of each service invoiced; name/title must be included for Staff Augmentation services
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in the MOUs being invoiced) of each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
 - vi. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits

conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment H, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bill Beecroft, OIR Director of Administration

Department of Finance and Administration
 Wm Snodgrass Tennessee Tower, 16th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Email: Bill.Beecroft@state.tn.us
 Telephone # 615-253-1786
 FAX # 615-532-0471

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
 CONTRACTOR NAME
 ADDRESS
 EMAIL ADDRESS
 Telephone # NUMBER
 FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in deliverables, including work products, computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract (collectively "Work Product") subject to the next subsection and full and final payment for each Work Product. The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Product.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials") in the development of the Work Product, the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State unlimited, non-transferable, royalty-free rights to use, copy and distribute internally the Contractor Materials, solely for the State's unrestricted use of the Work Product.

- b. The Contractor shall furnish such information and data, including but not limited to computer code, that is reasonably required to effectuate the State's use of the Work Product and rights in Contractor Materials, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. The Memoranda of Understanding (MOU) and their associated addenda: Statements of Work (SOWs) and Project Offers
- c. All Clarifications and addenda made to the Contractor's Proposal
- d. The Request for Proposal and its associated amendments
- e. Technical Specifications provided to the Contractor
- f. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.12. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-189-09 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such

reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.13. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed one (1) time the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.15. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.16. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 1. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 2. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions;

Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- E.17. Contractor/Subcontractor Employees. Contractor shall not utilize the services of (a) any individual in the performance of this Contract, who has been convicted of criminal activity involving fraud, embezzlement, hacking or any offense for which the statutory prison term for the criminal activity is in excess of one (1) year or (b) any foreign or domestic subcontractor having any individual(s) described in (a) above working in the performance of this Contract.
- E.18. Additional Breach and Termination Provisions.
- E.18.a. The State may terminate any or all of the MOUs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor at least fifteen (15) calendar days written notice prior to the effective MOU Termination Date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.
- E.18.b. If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any MOU entered into by the State and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to immediately terminate any or all of the Contractor's MOUs, and to withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- E.18.c. The Contractor's unauthorized removal of Contractor personnel from a State assignment while those personnel are still in the Contractor's employment may be considered by the State as a material breach of contract. If the State deems the unauthorized removal a material breach, this breach is subject to Liquidated Damages of one-half of one percent (.005) of the individual Contractor personnel's MOU Project Price per day until a replacement that is acceptable to the State is found.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE & ADMINISTRATION:

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

APPROVED:

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

JOB CLASSIFICATIONS

STATE OF TENNESSEE INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS

Advanced Network Administrator - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

Advanced Programmer Analyst (Mainframe) - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

Advanced UNIX System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

Business Analyst I - Analyze and document business requirements and processes related to public sector service delivery for a single or multiple related State agencies. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. *(Note: Current information technology in the State's environment includes: 1) multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2) the use of internet and intranet to facilitate service delivery; 3) electronic data interchange; 4) imaging; 5) data warehousing; and, 6) geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee.)* An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Business Analyst II – Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree (advanced degree a plus).

Business Analyst III - Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of ten years of increasingly complex and responsible experience in the last twelve years. Must hold a BA/BS degree (advanced degree a plus).

Data Administrator/Database Administrator - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors database systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of database systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

Desktop Support - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Office Suite and Microsoft, Novell and Unix operating systems. Secondary skill set comprises other office automation tools and the ability to identify and correct hardware malfunctions. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

Enterprise Architecture Research and Development Analyst/Architect - Responsible for performing technology research and development, enterprise software evaluations, documenting current state, future state, performing gap analysis, and creation of reference models. Must understand the Zachman framework, The Open Group Architecture Framework (TOGAF Certification a plus), and The NASCIO framework. Must be able to work with various State Agency personnel and Vendors. Must be able to think conceptually and tactically. Requires a minimum of 2 years of experience in this job class.

Enterprise Content Management (ECM) Architect – Formulates technological solutions that correctly utilize the FileNet products used by the ECM environment and provides a highly proficient working knowledge of the FileNet P8 product suite including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Advanced experience in business analysis, process improvement, workflow analysis and the implementation and leveraging of large workflow and document management systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Facilitates sessions to gather and document requirements and explore solutions. Translates requirements into systems specifications and all aspects of technical systems design. Provides a product evaluation from a functional, technical and business perspective. Consults with other technical areas regarding appropriate use of the document management system and integration with other line of business applications.

Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and

cost-efficient manner. Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) Programmer Analyst – Development expertise in FileNet API sets, including P8, Capture Desktop, Web Services, Java and .NET. Analyzes functional business requirements and design specifications for developing programs, and uses knowledge of software methodologies, distributed networking, databases, communications, and multiprocessing applications. Develops workflow applications using Business Process Manager to include the use of eForms. Tests, debugs, and refines the application to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Requires a minimum of 2 year of current experience in this job class.

Enterprise Content Management (ECM) Project Manager – Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management with the FileNet P8 suite of products. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Enterprise Content Management (ECM) Business Analyst – Analyze and document business requirements and processes related to the implementation of the FileNet P8 suite of products. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of ECM systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) System Administrator – Provides installation, maintenance, technical and customer support for desktop/workstation products including Capture Professional and configuration of the scanners included in the State Contract. Provide assistance in maintaining the P8 infrastructure including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Oracle Application Server, Websphere Application Server, Microsoft SQL 2003 and 2005, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 2 years of current experience in this job class.

Enterprise Content Management (ECM) Capture Administrator – Provides installation, maintenance, technical and customer support for Capture Professional and configuration of the scanners included in the State Contract.

Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with Agencies technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on Capture Professional software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Database Connectivity, and Microsoft Internet Explorer, Secondary skill set comprises TCP/IP and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Help Desk Representative - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first/second level support by receiving, recording, responding to, and following up on trouble calls. When appropriate, conduct problem determination to attempt to resolve issues and problems with the customer on the line. Must possess excellent telephone skills, good verbal and written skills, an extensive knowledge of information technology (with an emphasis on desktop devices and local and wide area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 3 years of current experience in this job class.

Network Security Specialist I - Consults with customers to define user and system security requirements; designs solutions based on customer requirements; coordinates work required to complete network security installations. Installs and monitors network security software and hardware to provide network security services, including network security monitoring, firewall and intrusion detection probe management, and related activities. Performs tasks to analyze anomalies reported by security hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network security problems are corrected. Provides first-level support for security hardware/software fault management and problem resolution. Makes appropriate changes to network security configurations and/or works directly with the service providers to correct network security problems. Monitors the network for security breaches, implements changes to stop breaches that are in progress, documents findings, and works with the security incident response teams to investigate breaches on the wide area network. Requires a minimum of two (2) years experience in network security administration, including firewall and intrusion detection support.

Network Security Specialist II - Installs and monitors the most complex installations of network security software and hardware to provide LAN, MAN, WAN, and Data Center security services, including network security monitoring, security hardware/software management, firewall rule management, and related activities. Provides senior level security support in diagnosis and identifying corrective actions to address network security hardware/software problems, monitors staff activities to correct problems, and monitors changes to ensure network security problems are corrected. Provides senior-level support for Data Center systems deployment, security fault management and problem resolution. Makes appropriate changes to network security hardware/software configurations and/or works directly with the service providers to correct network security problems. Requires a minimum of five (5) years senior level experience in network security administration, including firewall, VPN, and intrusion detection support. Experience must include firewall support for Cisco PIX and Checkpoint.

Network Specialist I - Installs and monitors network software and hardware to provide LAN, MAN, WAN or Data Center network services, including network monitoring, network tuning, router management, switch management, and related activities. Performs tasks to analyze anomalies reported by hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network problems are corrected. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router/switch configurations, access lists, routing tables, etc.) Provides second-level support for fault management and problem resolution. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Requires a minimum of two (2) years experience in WAN, LAN, or Data Center network administration.

Network Specialist II - Installs and monitors the most complex installations of network software and hardware to provide LAN, MAN, WAN, and Data Center network services, including network monitoring, network tuning, router management, switch management, load balancer management, SSL management, IP address management, and

related activities. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router, switch, load balancer or SSL configurations, access lists, routing tables, etc.). Provides senior-level support for Data Center systems deployment, fault management and problem resolution in the most complex Data Center network environments supporting multiple VLANs and multiple servers. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Provides senior level support for LAN, MAN, WAN, and Data Center design, management and monitoring. Requires a minimum of five (5) years senior level experience in LAN, MAN, WAN, and Data Center administration that includes a broad range of experience in networking support and a detailed understanding of network hardware and routing protocols.

Programmer Analyst I (Desktop & Distributed Technologies) - Analyzes functional business requirements and design specifications for developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 1 year of current experience in this job class.

Programmer Analyst II (Desktop & Distributed Technologies) – Defines and analyzes functional business requirements for designing and developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Develops design specifications and/or translates detailed design specs into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 2 **years** of current experience in this job class.

Programmer Analyst III (Distributed Technologies) – Provides senior technical leadership, guidance, and support in the design, development, and deployment of complex applications in distributed computing environments. Architects applications considering the business and technical requirements necessary to satisfy the project/program objectives. Coordinates with other architectural and technical infrastructure staffs for providing input into technical decisions affecting specific projects as well as the State's enterprise distributive computing environment. Uses current application architecture design and development concepts, methodologies, and tools resulting in quality, stable, and maintainable computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 3 **years** of current experience in this job class.

Project Manager - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time

frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Senior Enterprise Systems Designer - Designs the data center infrastructure relating to enterprise service delivery. This could include networks (routers, switches, connectivity, and wiring), IP address configuration and management, firewalls, servers (e.g. Unix, Sun Solaris, Microsoft Windows, and NetWare), SAN, tape backup systems, disk to disk archival systems, and data bases such as SQL and Oracle. The person would need to gather requirements, design and create an implementation plan around the requested technology or solution. This senior level person must have excellent written and verbal communication skills, have IT project management experience and be able to work directly with multiple levels of staff and management. Taking initiative, having an enterprise view and being results focus are expected. Experience of 5 to 10 years in network or data center design would be preferred.

Solutions Architect - Leadership role that will be accountable for architecting and designing comprehensive solutions that meet the State of Tennessee's business requirements on high-impact projects. Partners with key roles (e.g. project managers, business analysts, etc.) to create well-defined solutions that are aligned to the State's IT Strategy and leverages common solutions and services, to meet key project goals. Within the solution development lifecycle, this role will be responsible for solution evaluation and selection, buy vs. build decisions, early-phase project estimates which contribute to the business case, and high level design. This role will provide guidance and architectural oversight during the detailed design, build, test and deploy phases. Requires a minimum of 5 years of current experience in this job class with excellent interpersonal and communication skills.

System Administrator - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Systems Analyst - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

Systems / Applications Architect – High-level designer of a system to be implemented. Establishes the basic structure of the system, defining the core design features that are hard to change later. Provides the vision for where the system needs to go and strive to maintain its integrity as it evolves. Provides continuity in all major application solution decisions. Responsibilities include: defining the application architecture, resolving high-level functional issues, coaching the Application Engineer team in the development of the application solution on a

Package Integration project, and guiding the Functional Specialist team in the development of the packaged application solution. Requires a minimum of 3 years of current experience in this job class.

WAN Project Manager – Responsible for complex wide area network (WAN) project management and technical work involving the analysis of network requirements, network design, and WAN solution performance monitoring. Provides senior level support for identifying end user business requirements; designing technical solutions to meet those requirements; developing project proposals, costs benefit analyses, and cost models for the project; managing projects to implement solutions; and providing senior level technical support for project deployment and on-going operations. Coordinates communication on projects, including written status reports, oral briefings, and technical or management meetings. Requires a minimum of five (5) years experience in WAN administration, including three (3) years experience managing WAN technology projects.

Web Based Training (WBT) Developer – The WBT Developer must have 5 or more years experience developing computer based training (CBT) and web based training (WBT). The developer must use Instructional Design principles to develop the course. The developer must program the interactive training using software from Adobe and Macromedia, including Authorware, DreamWeaver, Flash, Captivate, and Photoshop or TechSmith's Camtasia Studio. The developer must be able to implement the WBT using Oracle iLearning or other Learning Management Software (LMS). SCORM and AICC compliance experience is preferred. This WBT Developer position is a one-person development effort – including design, programming, graphic creation, and implementation.

Web Designer - Develops layout of HTML/Javascript based User Interfaces. Develops graphic elements for use in HTML/Javascript based interfaces. Develops client side Javascript for use in front end user interfaces. Required skills include: Experience with UI design and information architecture principles, and testing. Experience with cross-browser web development using web standards (XHTML, CSS, Javascript/ECMAScript, DOM, XML). Experience with creation of graphic elements using state standard tools. Familiarity with Section 508 accessibility standards for web user interfaces. Experience with cross-browser Javascript development and the W3C DOM level 1 and level 2. Experience with Macromedia Flash & Actionsript development. Experience with XML and dynamic XML processing in Javascript (XMLHttpRequest object). Requires a minimum of 2 years of current experience in this job class.

NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work (SOW) to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

DRAFT STATEMENT OF WORK (SOW)

SOW No:	EI1961 - 099		ITPRO.09
Department:	CHILDREN'S SERVICES	Date:	05/18/2009
Contact Name:	JERRY SMITH	Telephone:	(615) 741-9999
Contact Position:	Director of Facilities Mgmt and Staff Administration	Fax:	(615) 532-9411
Contact Address:	ANDREW JACKSON BLDG., 14TH FLOOR	Email:	JERRY.SMITH@STATE.TN.U S
	500 DEADERICK STREET		
	NASHVILLE, TN 37243		
Management Cost Center:	16C - Agency Managed 16C		
Official Station (Main Project Site):	Nashville, TN		
Task Description:	<p>VENDORS: DO NOT SUBMIT CANDIDATES WITHOUT THE REQUIRED EXPERIENCE. Please note: Candidates proposed for this SOW MUST be strong Statewide Automated Child Welfare Information System (SACWIS) Business Analysts. The ideal candidate has two+ years experience working with multiple states in the analytical definition and design of SACWIS environments. The Vendor will provide an Information Technology professional who has strong business analytical skills, and who can work closely with agency program staff to determine business rules, define application requirements, complete system design documentation, and provide positive leadership for the entire SACWIS design and development staff. The standard work week for this assignment shall be 37.5 hours.</p>		
Additional Information:	<ul style="list-style-type: none"> • In-State travel may be required to/from remote location(s) in support of State agencies. Compensation will be consistent with State Travel Regulations, however, State transportation will not be provided. • Overtime will be worked as deemed necessary by the State's project director. • Assignments may include on-call, overtime work, holidays, and weekends. • The company supplying the contractor to work in this area will be ineligible to Propose work on any RFP resulting from this contractor's work. • Resumes, must reflect specific experience by job (dates of experience and type of experience, not a summary statement) to meet minimum requirements as stated under Skill Requirements and Additional Qualifications to be considered for an interview. 		
Title:	BUSINESS ANALYST III		
Fiscal Officer Approval:	I hereby certify that my Agency Fiscal Officer has approved funding for this SOW.		
Project Begin Date:	06/21/2009	Project End Date:	02/28/2010
Contractor's Project Offer is due in State offices by the following date:			05/31/2009

SOW No:	EI1961 - 099	Job Classification:	BUSINESS ANALYST III - BUS ANA III	Personnel Required:	1
Basic Skills Required		Experience	Within last		
	Must have experience formulating alternative solutions to satisfy requirements, which may involve business process reengineering.				
	Must have experience facilitating sessions to gather and document requirements and explore solutions.				
	Must have experience working independently and as a member of a team.				
	Must have experience analyzing and documenting business requirements and processes.				
	Must possess superior organizational and written/verbal communication skills.				
	Must possess exceptional verbal and written communication skills, with the ability to communicate effectively with technical and non-technical senior management and line staff.				
	Must have experience that demonstrates the ability to work effectively with all levels of state staff from clerical through agency executive management.				
	Must have exceptional experience conducting interviews.				
	Must have experience negotiating with staff at various levels.				
Additional Skills Required		Experience	Within last		
	Must have excellent knowledge of SACWIS requirements. Knowledge will be evaluated during interview process.	2 years	current		
	Must have diverse background with strong experience and excellent knowledge in multiple SACWIS environments and states. Experience and knowledge will be evaluated during interview process.	2 years	current		
	Must have excellent skills and experience working with child welfare program staff to define and document business rules and requirements. Skills and experience will be evaluated during interview process interview process.	2 years	current		
	Must have excellent skills and experience working with other SACWIS analytical and development personnel. Skills and experience will be evaluated during interview process.	2 years	current		

DRAFT ITPRO CANDIDATE REFERENCE CHECK FORM

State Of Tennessee

ITPRO Personnel References

Vendor Information

Vendor Name:	Vendor Name
Reference Checked By:	Name
Reference Date:	99/99/9999

Candidate Information

Name of Candidate:	Candidate Name
Description of Project:	Description
Title on Project:	Title
Dates of Employment:	Dates
Primary Duties:	Duties

Reference Information

Company/Agency Name:	Name
Contact Person:	Company Contact
Title:	Title
Phone Number:	Phone
Relationship to Candidate:	(Supervisor, Colleague, Customer, Other)

How would you rate the applicant in the following categories?

Categories: (Please type the Proper Response – Fair, Good, Very Good, Excellent)

Quality of Work	Response
Technical Ability	Response
Communication Skills	Response
Problem Solving Skills	Response
Productivity	Response
Willingness to Take Direction	Response
Meeting Target Dates	Response
Initiative	Response
Attendance/Punctuality	Response
Team Attitude	Response

Would you rehire the candidate or recommend him/her for a position with your company? (Yes or No)

Contract Attachment D

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)

MOU #EIABC015

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF TENNESSEE
Department of CHILDREN'S SERVICES
and
ABC Enterprises, Inc.

This agreement, by and between the State of Tennessee, Department of **CHILDREN'S SERVICES**, hereinafter referred to as the "State" and **ABC Enterprises, Inc.**, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this Memorandum of Understanding (MOU) is governed by the provisions of Department of Finance and Administration Contract Number **FA-00-00000-00**, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this Memorandum of Understanding, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the MOU (and its Addenda), and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

The following personnel will provide services as described in this MOU and Statement of Work Number EI1961-099, MOU End Date 02/28/2009:

BUSINESS ANALYST III - BUS ANA III	SSN	START DATE	DATE LEFT	RATE YR1	RATE YR2	RATE YR3
JOHN SMITH	999-88-7890	07/11/2009		\$ 77.48	\$ 78.21	\$ 0.00

In no event shall the maximum liability of the State under this MOU exceed \$ 104,598.00. For the services provided pursuant to this MOU, this amount shall constitute the MOU Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, or materials or equipment required. The Contractor shall be compensated on an hourly, as-used basis.

Payments to the Contractor pursuant to this MOU will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

Mr. Bill Beecroft
IT Professional Services Contract Administrator
16th Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1510

The State may, at any time and for any reason, terminate this MOU in accordance with the provisions of the Master Contract.

This agreement may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated below:

MOU Signature Page

SOW Number EI1961
SOW Suffix 099

STATE OF TENNESSEE

DEPARTMENT OF CHILDREN'S SERVICES

MOU Number EIABC015
MOU Suffix 001

Vendor

Name ABC Enterprises, Inc.
By Thomas White
Title Account Manager
Date 06/23/2009 01:10:42

Agency

Name CHILDREN'S SERVICES
By JERRY SMITH
Title Director of Facilities Mgmt and Staff
Administration
Date 06/21/2009 09:52:30

Fiscal Officer

Agency Name CHILDREN'S SERVICES
By JOE MONEY
Title Children's Services Program Director 2
Date 06/21/2009 11:49:59

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES

Contract Administrator

By BOB WATSON
Title OIR Contract Administrator
Date 06/22/2009 04:44:25

Contract Attachment E

F&A Computer System Action Sheet

MULTITRAK RESOURCE ACTION REQUEST (RAR)

CONTRACTOR VERSION

Required Fields in RED

Name: _____ Start Date: _____ / _____ / _____
 SSN: _____ Allotment Code: _____
 Phone #: () _____ Division/Section: _____

INSTRUCTIONS:

- 1) The Multitrak Resource Form should be filled out as completely as possible.
- 2) The manager (or person completing the form) must obtain a RACF number from the Security Administrator.
- 3) All fields marked in RED must be completed.
- 4) In addition to all fields marked in RED, all ITPRO contractors must have: an MOU number, a company name, a billing rate and a contractor rate. (These fields will be provided by the OIR CA)

DATE SUBMITTED: _____ / _____ / _____ SUBMITTED BY: _____ PHONE #: _____ - _____
 ADD: CHANGE: DELETE:

DESCRIPTION OF CHANGE (Describe any change, special instructions, etc.):

POOL (Example UA59): _____

EFFECTIVE DATE: _____ / _____ / _____ COST CENTER (Example 125, 127, etc.) _____

POSITION TITLE (Person's job title): _____

RACF KEY: _____ RATE: \$ BILLING RATE \$ CONTRACTOR RATE
 MOU # _____

STANDARD WORK WEEK 37.5 ☐ 40.0 ☐

COMPANY NAME
 (Contract company
 name): _____

SUPERVISOR: _____

Backup to Supervisor 1: _____

Backup to Supervisor 2: _____

MULTITRAK CAPABILITIES:

Please check the appropriate capability:

- ☐ AGENCY CONTRACTORS – who will only enter time.
☐ AGENCY CONTRACTORS – who will enter time, RFS's, but cannot approve RFS's
☐ AGENCY CONTRACTOR RESOURCE — Contractor assigned to an agency, whose time is entered by a timekeeper.

Contract Attachment F

**Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement**

The policy and form follow this page.

Contract Attachment F**STATE OF TENNESSEE**

**Acceptable Use Policy
Network Access Rights and Obligations**

Purpose:

To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Tennessee Wide Area Network.

Reference:

Tennessee Code Annotated, Section 4-3-5501, et seq., effective May 10, 1994.

Tennessee Code Annotated, Section 10-7-512, effective July 1, 2000.

Tennessee Code Annotated, Section 10-7-504, effective July 1, 2001.

State of Tennessee Security Policies.

Objectives:

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Tennessee networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Tennessee networks.

Scope:

This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Tennessee networks, State provided email, and/or Internet via agency issued network or system User ID's. The scope does not include State phone systems, fax machines, copiers, State issued cell phones or pagers unless those services are delivered over the State's IP network.

Use and Prohibitions:**A. Network Resources**

State employees, vendors/business partners/subrecipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. It is recognized that there may be incidental personal use of State Network Resources. This practice is not encouraged and employees should be aware that all usage

may be monitored and that there is no right to privacy. Various transactions resulting from network usage are the property of the state and are thus subject to open records laws.

Prohibitions

- Sending or sharing with unauthorized persons any information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Attaching processing devices that have not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

B. Email

Email and calendar functions are provided to expedite and improve communications among network users.

Prohibitions

- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient, or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent or received in conjunction with the transaction of official business are public records in accordance with T.C.A 10-7-301 through 10-7-308, and the rules of the Public Records Commission. A public record is defined as follows:

"Public record(s)" or "state record(s)" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (T.C.A. 10-7-301 (6)).

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

C. Internet access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions.

Prohibitions

- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, or a security risk to the State of Tennessee's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

Statement of Enforcement

Noncompliance with this policy may result in the following immediate actions.

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause". In the case of a vendor, subrecipient, or contractor, the contract administrator will be notified.
2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.



STATE OF TENNESSEE
Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

As a user of State of Tennessee data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Office for Information Resources (OIR) any suspicious network activity or security breach.

Privacy Expectations

The State of Tennessee actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee data and resources.

I acknowledge that I have read the Computer Crimes Act and the State of Tennessee Security Policy 4.00 Access. I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Computer Crimes Act as cited at TCA 39-14-601 et seq., and other applicable laws.

I have read and agree to comply with the policy set forth herein.

 Type or Print Name

 Last 4 digits of Social Security Number

 Signature

 Date

Contract Attachment G

Tennessee Information Resources Architecture

This is a placeholder for the *Tennessee Information Resources Architecture*, which will be inserted at contract execution.

CONTRACT ATTACHMENT H**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Contract Attachment I**DRAFT MEMORANDUM OF UNDERSTANDING (MOU)****MOU #EIFA016**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF TENNESSEE
Department of FINANCE & ADMINISTRATION
and
ABC Enterprises, Inc.

This agreement, by and between the State of Tennessee, Department of **FINANCE & ADMINISTRATION**, hereinafter referred to as the "State" and **ABC Enterprises, Inc.**, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this Memorandum of Understanding (MOU) is governed by the provisions of Department of Finance and Administration Contract Number **FA-00-00000-00**, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this Memorandum of Understanding, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the MOU (and its Addenda), and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This MOU shall be effective for the period commencing on 07/01/2009 and ending on 09/30/2009, unless amended.

In no event shall the maximum liability of the State under this MOU exceed \$ 100,500.00. For the services provided pursuant to this MOU, this amount shall constitute the MOU Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, or materials or equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices bid in the Contractor's Project Offer.

Payments to the Contractor pursuant to this MOU will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

Mr. Bill Beecroft
IT Professional Services Contract Administrator
16th Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1510

The State may, at any time and for any reason, terminate this MOU in accordance with the provisions of the Master Contract.

This agreement may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated below:

MOU Signature Page

SOW Number EI1965
SOW Suffix 099

STATE OF TENNESSEE

DEPARTMENT OF FINANCE & ADMINISTRATION

MOU Number EIFA016
MOU Suffix 001

Vendor

Name ABC Enterprises, Inc.
By Thomas White
Title Account Manager
Date 06/23/2009 01:10:42

Agency

Name FINANCE & ADMINISTRATION
By JAMES SMITH
Title Director of Facilities Mgmt and Staff
Administration
Date 06/21/2009 09:52:30

Fiscal Officer

Agency Name FINANCE & ADMINISTRATION
By JOHN MONEY
Title F&A Fiscal Director
Date 06/21/2009 11:49:59

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES

Contract Administrator

By BOB WATSON
Title OIR Contract Administrator
Date 06/22/2009 04:44:25

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- 5) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

PRINTED NAME:

DATE:

**SIGNATURE &
TITLE:**

Signature

Title

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
PROPOSER NAME:			
RFP COORDINATOR NAME:		DATE:	
RFP COORDINATOR SIGNATURE:			
SECTION A — MANDATORY REQUIREMENTS			
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”).</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>			
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items		State Use ONLY
			Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>		
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the 		

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>proposer has done business or, a positive credit rating determined by a accredited credit bureau within the last six (6) months and the associated credit report number; inclusion of credit report number without the actual rating is insufficient.</p> <ul style="list-style-type: none"> ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000). 	
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B			
PROPOSER NAME:			
EVALUATOR NAME:		DATE:	
EVALUATOR SIGNATURE:			
SECTION B — QUALIFICATIONS & EXPERIENCE			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").</p>			
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items		
	B.1	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.	
	B.2	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.	
	B.3	Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.	
	B.4	Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	
	B.5	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	B.6	Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.	
	B.7	Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.	
	B.8	Briefly describe how long the Proposer has been performing the services required	

	by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.
	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of key people, including Contractor Account Manager(s) (see Contract Section A.3.a), who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p>B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics). DO NOT INCLUDE DOLLAR AMOUNTS; ONLY PERCENTAGES. ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with</i></p>

	<p><i>enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>
	<p>B.14 Provide the following customer references:</p> <p>a. Three (3) customer references for projects similar to the State's Staff Augmentation Option projects, as described in <i>pro forma</i> Contract Section A.4. These three references may be for either current contracts or contracts completed within the last three (3) years. These references may be for contracts with the State of Tennessee. (Use the questionnaire in RFP Attachment 6.6.)</p> <p>Subcontractor references may be used to meet this requirement; however, at least one of the three references must be for the prime vendor (Proposer).</p> <p>Do not provide more than three Customer references. If the Proposer provides more than three references, the State will randomly select three references for evaluation purposes.</p> <p>b. Four (4) Customer references for projects similar to the State's Project Option projects, as described in <i>pro forma</i> Contract Section A.5. These references should represent two (2) of the larger accounts currently serviced by the Proposer and two (2) completed projects. These references may be for contracts with the State of Tennessee. (Use the questionnaire in RFP Attachment 6.7.)</p> <p>Subcontractor references may be used to meet this requirement; however, at least one of the four references must be for the prime vendor (Proposer).</p> <p>Do not provide more than four Customer references. If the Proposer provides more than four references, the State will randomly select four references for evaluation purposes.</p> <p>c. In addition to the above references, provide at least one (1) reference for each of the Proposer's subcontractors. These subcontractor references can be for either the Staff Augmentation or Project Options. If a reference for a given subcontractor was provided in response to Items B.14.a or B.14.b above, it is not necessary to provide another reference for that subcontractor.</p> <p>The same client may be used for multiple references as long as each reference pertains to a separate contract.</p> <p>All references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaires to be used, as RFP Attachment 6.6. and RFP Attachment 6.7. THE PROPOSER MUST USE THESE FORMS, OR AN EXACT DUPLICATE THEREOF.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> 1. Proposer makes an exact duplicate of the State's form, as it appears in RFP Attachment 6.6. 2. Proposer sends the copy of the form to the reference it has chosen, along with

	<p>a new, standard #10 envelope. The outside of the envelope must be clearly marked as to whether it contains a Staff Augmentation Option or Project Option reference questionnaire. The outside of the envelope must also identify the reference as a Customer, Subcontractor, or State of Tennessee reference.</p> <p>3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal.</p> <p>4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not open</u> them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes.</p> <p>5. The State will base its reference check evaluation on the contents of these envelopes. <u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u></p> <p>Each reference must include:</p> <ul style="list-style-type: none"> • The Proposer's name • The reference's organization name • The name of the person responding • The title of person responding • The date the reference form was completed. <p>6. The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information.</p> <p><i>Each evaluator will generally consider the references provided in accordance with the rules above. Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></p>
	<p>B.15 Provide a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five-year period.</p> <p>This list must include:</p> <ul style="list-style-type: none"> • The procuring State agency • A brief description of the contract's scope of services • The contract number • The contract term <p><i>Current or prior contracts with the State are not a prerequisite and are not required</i></p>

	<i>for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points</i>
<i>(Maximum Section B Score = 35)</i>	
SCORE (for <u>all</u> Section B items above, B.1 through B.15):	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		2	
	C.2 Provide a narrative that describes how the Proposer would respond to varying staffing levels. For example, the State may not require any Contractor personnel for several weeks, and then have an immediate need for several ITPRO Contractor personnel. Describe, in some detail, how the Proposer would meet this staffing need. If your company does not have an office or employee presence in the Nashville area, describe how you would overcome this limitation. Limit your response to 1,000 words or less.		3	
	C.3 Describe the Proposer's approach and methods for retaining a stable staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.		2	
	C.4 For each Job Classification listed in the <i>pro forma</i> contract Section C.3.b, state the total number of individuals in each Job Classification that your company currently has either "on the bench" or assigned to projects. The Proposer's response shall list the Job Classifications, followed by a number (or "count") for each one. <u>Do not artificially inflate this count.</u> Do not include in this count individuals that do not meet the State's Job Classification qualifications (see		4	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	Contract Attachment A) or with which your company has no current, direct working relationship. For example, do not count individuals who appear on national or public job bank databases, accessible to all vendors and/or the general public.			
	<p>C.5 For each Job Classification listed below, state the total number of <u>qualified</u> individuals you will be able to provide to the State as of the "Anticipated Contract Start Date" given in the RFP Section 2, Schedule of Events:</p> <ul style="list-style-type: none"> a. Business Analyst I b. Business Analyst II c. Business Analyst III d. Data Administration/Database Administrator e. Desktop Support f. Enterprise Content Management (ECM) Programmer Analyst g. Enterprise Content Management (ECM) Business Analyst h. Help Desk Representative i. Network Security Specialist II j. Network Specialist II k. Programmer Analyst I l. Programmer Analyst II m. Programmer Analyst III n. Project Manager o. System Administrator p. Web Designer <p>In other words, the response must list each of the above Job Classifications followed by a number (or "count"). The personnel that make up this count must have the following characteristics:</p> <ul style="list-style-type: none"> • Available for assignment on the Anticipated Contract Start Date. • <u>All</u> experience and qualifications required for each Job Classification, as described in Contract Attachment A. • Some pre-existing agreement or relationship with the Proposer to ensure, as much as can reasonably be expected, that the individual will be available for State of Tennessee assignment on the Anticipated Contract Start Date. <p><u>Do not artificially inflate this count.</u> Do not include in this count individuals that are under-qualified or</p>		4	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<p>those that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship or knowledge of availability; or individuals who are qualified, but are currently working elsewhere and have no intention of leaving their current assignment. <u>The personnel included in the count must be qualified and ready to start on the Anticipated Contract Start Date.</u> However, it <u>is</u> acceptable to include in the count those incumbents who are already currently assigned to the State in the same Job Classifications as those requested above.</p> <p><u>Note that the above requirements are meant to solicit information for evaluation purposes and do not obligate the State to offer assignments to Contractor personnel on or following the Anticipated Contract Start Date.</u></p>			
	<p>C.6 Provide a description of how the Proposer would service the State's requirement for the Project Option approach (see Contract Section A.5). Address the following in the response:</p> <ol style="list-style-type: none"> The source of the personnel for the Project Option approach; i.e., whether the team members will be recruited as needed, or whether the vendor will maintain sufficient depth in its employees/contractors to be able to service the projects without recruiting new personnel. With regard to C.6.a, above, if the vendor anticipates the need to recruit any of the resources needed to staff Project Approach efforts, provide a description of how the vendor will accomplish this within the required ten (10) day project response lead time. Describe specific experience, if any, with providing services similar to the State's Project Option approach. 		4	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
<div> <div> Total Raw Weighted Score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 35 <i>(maximum section score)</i> </div> <div> = SCORE: </div> </div>				

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal **MUST** be completed **EXACTLY** as required.

**PROPOSER
NAME:**

**SIGNATURE &
DATE:**

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Cost Proposal & Scoring Guide **SHALL** attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

REQUIREMENTS:


1. The Proposer shall indicate below the offered price for providing Staff Augmentation services as defined in the *Pro Forma* Contract Scope of Services of the subject RFP. Pay careful attention to the Contract Scope of Services to determine the State's requirements for personnel.
2. The Proposer shall enter, in the column below labeled "Rate Per Hour," the hourly rates for Years 1, 2, and 3 of the Contract for each Job Classification. The Proposer **must** enter a rate for **each** Year. Failure to do so shall render the Proposal nonresponsive and the Proposal shall be rejected.
3. The Proposer must enter only one rate per cost cell; the proposer must **NOT** enter more than one rate or a range of rates in a single cost cell. The Proposer must **NOT** add any other information to the Cost Proposal.
4. **DO NOT LEAVE ANY PROPOSED COST CELL "BLANK."** ENTER "0" IN THE SUBJECT CELL IF THE PROPOSED COST IS ZERO (0). The State shall deem any "blank" cell as representing a proposed cost of zero (0) dollars for the associated cost item both for evaluation and contract purposes.
5. Proposers must not enter anything in the Weighted Cost column or the Evaluation Cost Amount row; these are for State's use only.
6. Any "weights" used in the schedules are for clarification and evaluation purposes only and shall not be deemed as any indication of anticipated volume or any state commitment to buy any volume of the subject service.

Cost Proposal Table – RFP # 317.03-189-09

#	Job Classification	Year	Rate Per Hour	Weight	Weighted Cost (For State's Use only)
1	Advanced Network Administrator	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
2	Advanced Programmer Analyst (Mainframe)	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	

#	Job Classification	Year	Rate Per Hour	Weight	Weighted Cost (For State's Use only)
3	Advanced UNIX System Programmer	Yr. 1		3750	
		Yr. 2		3750	
		Yr. 3		3750	
4	Business Analyst I	Yr. 1		7500	
		Yr. 2		7500	
		Yr. 3		7500	
5	Business Analyst II	Yr. 1		9375	
		Yr. 2		9375	
		Yr. 3		9375	
6	Business Analyst III	Yr. 1		28125	
		Yr. 2		28125	
		Yr. 3		28125	
7	Data Administrator/Database Administrator	Yr. 1		11250	
		Yr. 2		11250	
		Yr. 3		11250	
8	Desktop Support	Yr. 1		11250	
		Yr. 2		11250	
		Yr. 3		11250	
9	Enterprise Architecture Research and Development Analyst/Architect	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
10	Enterprise Content Management (EMC) Architect	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
11	Enterprise Content Management (EMC) Programmer/Analyst	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
12	Enterprise Content Management (ECM) Project Manager	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
13	Enterprise Content Management (ECM) Business Analyst	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
14	Enterprise Content Management (ECM) System Administrator	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
15	Enterprise Content Management (ECM) Capture Administrator	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
16	Help Desk Representative	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
17	Network Security Specialist I	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	

#	Job Classification	Year	Rate Per Hour	Weight	Weighted Cost (For State's Use only)
18	Network Security Specialist II	Yr. 1		3750	
		Yr. 2		3750	
		Yr. 3		3750	
19	Network Specialist I	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
20	Network Specialist II	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
21	Programmer Analyst I (Desktop & Distributed Technologies)	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
22	Programmer Analyst II (Desktop & Distributed Technologies)	Yr. 1		18750	
		Yr. 2		18750	
		Yr. 3		18750	
23	Programmer Analyst III (Distributed Technologies)	Yr. 1		65625	
		Yr. 2		65625	
		Yr. 3		65625	
24	Project Manager	Yr. 1		37500	
		Yr. 2		37500	
		Yr. 3		37500	
25	Senior Enterprise Systems Designer	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
26	Solutions Architect	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
27	System Administrator	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
28	Systems Analyst	Yr. 1		5625	
		Yr. 2		5625	
		Yr. 3		5625	
29	Systems / Applications Architect	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
30	WAN Project Manager	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
31	Web Based Training (WBT) Designer	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	
32	Web Designer	Yr. 1		1875	
		Yr. 2		1875	
		Yr. 3		1875	

<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>				
Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>				
Lowest Evaluation Cost Amount from <u>all</u> Proposals		X 30 <i>(maximum section score)</i>	= SCORE:	
Evaluation Cost Amount being evaluated				

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
QUALIFICATIONS & EXPERIENCE Maximum Points: 35	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 35						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

ATTACHMENT 6.6

**STATE OF TENNESSEE
ITPRO RFP
317.03-189-09
STAFF AUGUMENTATION OPTION
REFERENCE INFORMATION QUESTIONNAIRE**

Proposer's Name: _____

Reference (Client Organization) Name:

Person Responding To This
Request for Reference Information:

Printed Name

Signature **(MUST BE THE SAME AS THE SIGNATURE
ACROSS THE ENVELOPE SEAL)**

Person's Title: _____

Date Reference Form Was Completed: _____

NOTE: Reference should complete responses to the ten (10) items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. During what timeframe was your organization contracted with the Proposer?

[\[Enter Response\]](#)

2. Did the Proposer provide Staff Augmentation (that is, Contractor personnel) for your organization? If not, describe the product or service the Proposer did provide.

[\[Enter Response\]](#)

3. What was the maximum number of contractors that the Proposer had on site with your company at any one time?

[\[Enter Response\]](#)

4. What was the minimum number of contractors that the Proposer had on site with your company at any one time?

[\[Enter Response\]](#)

5. Was the service level received from the Proposer equal at both staffing levels?

[\[Enter Response\]](#)

6. Did the Proposer provide staff in sufficient quantities and during the time frames needed to meet your expectations? If the answer is "No," please explain.

[\[Enter Response\]](#)

7. Rate your level of satisfaction with the contractor personnel provided by the Proposer. Use a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied." Please explain your response.

[\[Enter Response\]](#)

8. Are you satisfied with the quality of the resumes submitted? Did the candidates submitted consistently meet or exceed your requirements? If selected, were the candidates available to work for your organization? If the answer to any of these questions is "No," please explain.

[\[Enter Response\]](#)

9. Please indicate your level of satisfaction with the Proposer (Contractor Account Manager[s]) that you worked with to fill your staffing needs. Use a scale of 1 to 5: with 1 being "least satisfied," and 5 being "most satisfied." Please explain your response.

[\[Enter Response\]](#)

10. Given the opportunity, would you use the Proposer's services again?

[\[Enter Response\]](#)

ATTACHMENT 6.7

**STATE OF TENNESSEE
ITPRO RFP
317.03-189-09
PROJECT OPTION
REFERENCE INFORMATION QUESTIONNAIRE**

Proposer's Name: _____

Reference (Client Organization) Name:

Person Responding To This
Request for Reference Information:

Printed Name

Signature **(MUST BE THE SAME AS THE SIGNATURE
ACROSS THE ENVELOPE SEAL)**

Person's Title: _____

Date Reference Form Was Completed: _____

NOTE: Reference should complete responses to the seven (7) items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Approximately how many fixed-price project(s) involving project team(s) has the Proposer provided to your organization?

[\[Enter Response\]](#)

2. During what timeframe was your organization contracted with the Proposer to supply project team(s) for fixed-price project(s)?

[\[Enter Response\]](#)

3. Did the Proposer consistently meet the project requirements with the fixed-price amount bid? If "No," please explain.

[\[Enter Response\]](#)

4. Rate your level of satisfaction with the overall management of the project(s) provided by the Proposer. Use a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied." Please explain your response.

[\[Enter Response\]](#)

5. Are you satisfied with the quality of the team members submitted? Did the team members consistently meet or exceed your requirements? If the answer to any of these questions is "No," please explain.

[\[Enter Response\]](#)

6. Please indicate your level of satisfaction with the Proposer (Contractor Account Manager[s]) that you worked with to fill your project needs. Use a scale of 1 to 5: with 1 being "least satisfied," and 5 being "most satisfied." Please explain your response.

[\[Enter Response\]](#)

7. Given the opportunity, would you use the Proposer's services again?

[\[Enter Response\]](#)

ATTACHMENT 6.8**ITPRO.OL TECHNICAL REQUIREMENTS**

Note that the following reflects the current technical requirements and is subject to change:

Minimum System Recommendations

ITPRO.OL can be accessed from any desktop system with a web browser and Internet access. The minimum system recommendations are provided to help the ITPRO.OL user derive the maximum benefits of the application functions.

Web Browser

Netscape 4.6 or greater

Microsoft Internet Explorer 5.5 or greater

Java/JavaScript

Java and JavaScript must be enabled for the browser. This is generally located under options or preferences on the browser's menu bar.

Netscape – From the menu bar choose Options, Network Preferences; choose the Languages tab in the Preferences window; be sure Enable Java and Enable JavaScript are checked.

Internet Explorer – From the menu bar choose Tools, Internet Options; choose the Advanced tab; scroll down to Microsoft VM; be sure JIT compiler for virtual machine enabled is checked.

Monitor Resolution

800 x 600

A lower resolution will work. The recommended resolution should eliminate the horizontal scroll bars.

Word Processing Software

Any State-standard word processing software that can read .doc files should work. Word or WordPad is recommended. This is the software that will be used to view resumes and references.

Internet Email Address

An Internet email address is necessary for sending and receiving notifications created by the application.

Printer

A printer is necessary to print SOWs, MOUs, or any special messages.